

EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

TITLE MATTERS

Taxes, tax liens, tax sales, water rates, sewer rents and assessments due and payable after the date of this Lease pursuant to any Requirement or any agreement between Landlord and Tenant.

The terms, reservations and conditions of the City Lease.

The terms, restrictions and conditions of the Assignment of the City Lease, dated March 29, 1984, from Louis Fitzgerald, Emmons Clark and Edward Kemp, as Trustees of the Seventh Regiment Armory Fund to Daniel Appleton, George Moore Smith, William H. Hepp and James C. Abrams, constituting Field Officers of the Seventh Regiment of the National Guard of the State of New York.

The terms and conditions of this Lease.

Rights and easements, whether or not of record, of public or private utility companies to construct or maintain and operate equipment, poles, wires, conduits, lines, cables, and similar items and appurtenances in, on, over, under or across the Demised Premises.

All Requirements.

Any state of facts an accurate survey and site inspection may show.

The rights of the Shelter pursuant to the Shelter Agreement and this Lease and the rights of DMNA pursuant to this Lease.

Landmark Designation dated July 16, 1987 and recorded in Record Liber 209 page 147. Designates Block 1401 Lot 1 (the Seventh Regiment Armory Building) as a Landmark Site and therefore subject to the restricted use as set forth in the New York City Charter and Administrative Code of the City of New York. Also notes that the building is owned by the City of New York.

The Premises have been designated as part of the Upper East Side Historic District by Notice of Designation and recorded in the office of the New York City Register, New York County, on July 2, 1982 in Reel 629, page 739 and are therefore subject to the restricted use as set forth in the New York City Charter and in the Administrative Code of the City of New York.

The Premises have been designated as a Landmark Site, and the building thereon a Landmark, by Notice of Designation made by the Landmarks Preservation Commission, and recorded in the office of the New York City Register, New York County, on October 7, 1994 in Reel 2144, page 1439 and are therefore subject to the restricted use as set forth in the New York City Charter and in the Administrative Code of the City of New York.

EXHIBIT G

MEMORANDUM OF AGREEMENT OF LEASE

between

THE PEOPLE OF THE STATE OF NEW YORK,

Landlord,

acting through

NEW YORK STATE URBAN DEVELOPMENT CORPORATION, d/b/a  
EMPIRE STATE DEVELOPMENT CORPORATION,  
as agent,

and

SEVENTH REGIMENT ARMORY CONSERVANCY, INC.

Tenant,

County: Manhattan

Block and Lot: Block 1401, Lot 1

Record and Return to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attention: Meredith J. Kane, Esq.

## MEMORANDUM OF AGREEMENT OF LEASE

This Memorandum of Agreement of Lease (this "Memorandum") is made and recorded pursuant to Section 291-c of the Real Property Law of the State of New York. The Agreement of Lease is referred to herein as the "Lease." All capitalized terms used herein and not defined herein shall have the respective meanings given to such terms in the Lease.

**LANDLORD:** The People of the State of New York, acting by and through its agent, New York State Urban Development Corporation d/b/a Empire State Development Corporation, which is a corporate governmental agency of the State of New York, constituting a public benefit corporation and a political subdivision thereof, having an address at 633 Third Avenue, 36th floor, New York, New York 10017.

**TENANT:** Seventh Regiment Armory Conservancy, Inc., a New York not-for-profit corporation, having an address at 643 Park Avenue, New York, New York 10021.

### DATE OF EXECUTION

OF THE LEASE: As of November 14, 2006

### DESCRIPTION OF THE DEMISED PREMISES IN THE FORM CONTAINED IN THE LEASE:

See Schedule A annexed hereto and made a part hereof.

### THE TERM OF THE LEASE

**AS TO THE DEMISED PREMISES:** The Demised Premises are leased for a term of approximately ninety-nine (99) years, commencing on Nov. 14<sup>th</sup>, 2006 (the "Commencement Date") and ending on Nov. 13<sup>th</sup>, 2105 (the "Expiration Date").

This Memorandum has been executed by Landlord and Tenant solely for the purpose of recordation and giving notice of the Lease and is subject in its entirety to the terms, covenants and conditions contained therein.

Tenant, being a "party in interest" as defined in Section 12-10(d) of the Zoning Resolution of the City of New York effective December 15, 1961, as amended, with respect to the Land more particularly described in Schedule "A" annexed hereto, does hereby waive its right to execute now or in the future, any and all (i) Declarations of Zoning Lot Restrictions or modifications, amendments, additions, replacements, restatements or consolidations thereof that relate or pertain to the Land and/or (ii) Transfers of Development Rights and Notice of Restrictions Pursuant to Section 74-79 et seq. or other applicable provisions of the Zoning Resolution, or modifications, amendments, additions, replacements, restatements or consolidations thereof that relate or pertain to the Land.

IN WITNESS WHEREOF, this Memorandum has been executed as of \_\_\_\_\_,  
2006.

LANDLORD:

THE PEOPLE OF THE STATE OF NEW  
YORK, ACTING BY AND THROUGH  
ITS AGENT, NEW YORK STATE  
URBAN DEVELOPMENT  
CORPORATION D/B/A EMPIRE STATE  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

TENANT:

SEVENTH REGIMENT ARMORY  
CONSERVANCY, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
Taking acknowledgement

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
Taking acknowledgement

SCHEDULE A

LAND

Street Address: 641 Park Avenue, New York, NY (Manhattan Block 1401, Lot 1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, and County of New York, City and State of New York, described as being bounded and situated between Sixty Sixth Street and Sixty Seventh Street and Fourth Avenue and Lexington Avenue and the Armory of the 7<sup>th</sup> Regiment erected thereon.

## EXHIBIT H

NON-DISCRIMINATION AND AFFIRMATIVE ACTION  
CONSTRUCTION CONTRACT PROVISIONS**I. Policy**

It is the policy of the Seventh Regiment Armory Conservancy to provide equal opportunity to all its employees, consultants, and contractors. The Conservancy prohibits discrimination against any employee or applicant of employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or other characteristic protected by applicable federal, state, or local law. The Conservancy takes affirmative actions to prevent discrimination in employment practices. Furthermore, affirmative action will be taken to ensure that opportunities afforded by the Conservancy are fully available to persons with disabilities, women, covered veterans, and minorities. Any employee that does not comply with the Conservancy's policies may be subject to disciplinary actions, up to and including termination. The Seventh Regiment Armory Conservancy is committed to providing a work environment free from unlawful harassment, including unlawfully intimidating, hostile, or offensive conduct. Harassment that is based on sex, race, religion, sexual orientation, disability, age, or any other protected basis is against the Conservancy's policy and will not be tolerated.

(1) The Conservancy represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

(a) Tenant shall (i) not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to insure that Minority Group Members and women are afforded equal employment opportunities without discrimination, and (iii) make and document its conscientious and active efforts to employ and utilize Minority Group Members and women in its workforce or Contracts. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) At the request of the AAO, Tenant shall request each employment agency or authorized representative of workers with whom it has an agreement or understanding, to furnish a written statement that such employment agency or representative does not unlawfully discriminate, and that such representative will affirmatively cooperate in the implementation of Tenant's obligations herein.

(2) Tenant shall include, or cause to be included, the provisions of clauses (a) in every Contract that Tenant enters into in order to fulfill its obligations under the Lease, in such a manner that such provisions will be binding upon each and every Contracting Party with respect to any Contract or Subcontract.



**II. Goals for Minority and Women-Owned Business Enterprise Participation**

- (a) The Seventh Regiment Armory Conservancy will use its best efforts to achieve not less than 20% Minority/Women-owned Business Enterprise (M/WBE) contractor and/or subcontractor participation during the development of the project, which includes any preconstruction, construction and operation-maintenance phases.
- (b) The Conservancy shall include, or cause to be included, the provisions of clause (a) in every Contract that Tenant enters into in order to fulfill its obligations under the Lease, in such a manner that such provisions will be binding upon each and every Contracting Party with respect to any Contract or Subcontract.

**III. Goals for Minority and Female Workforce Participation**

- (a) The Conservancy will use its best efforts to achieve the overall goal of 25% minority and female workforce (M/FWF) participation in the work performed pursuant to Contracts.
- (b) The M/FWF participation goals are expressed as a percentage equal to the person hours of training and employment of minority or female workers, as the case may be, used by any Contracting Party, divided by the total person hours of training and employment of all workers (including supervisory personnel).
- (c) The required participation for minority and female employment and training must be substantially uniform throughout the work.
- (d) The Conservancy shall not participate in the transfer of minority or female employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting its obligations herein.
- (e) In striving to achieve the goals for M/FWF participation, the Conservancy shall use its best efforts to identify and employ qualified minority and female supervisory personnel and journey persons.
- (f) The non-working hours of trainees or apprentices may not be considered in meeting the goals for M/FWF participation contained herein unless: (i) such trainees or apprentices are employed by Contracting Party during the training period; (ii) Tenant has made a commitment to employ the trainees or apprentices at the completion of their training, subject to the availability of employment opportunities; and (iii) the trainees are trained pursuant to an approved training program.
- (g) The Conservancy shall include, or cause to be included, the provisions of clauses (a) through (f) in every Contract that it enters into in order to fulfill its obligations under the Lease, in such a manner that such provisions will be binding upon each and every Contracting Party with respect to any Contract or Subcontract.

#### **IV. Reporting Requirements**

(a) The Conservancy will submit a Workforce Employment Utilization Report **(Schedule to be included)** of the workforce actually utilized on the project, itemized by ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by ESD and shall update such schedule quarterly upon request.

(b) The Conservancy will also include with the first Workforce Employment Utilization Report and as part of the documentation required for final payment, such data describing the total number of company employees at commencement of the project, the total number of company employees at the completion of the project, and any net increases in the number of employees in the company. Net increases in employment shall be further classified by ethnicity, gender, and occupation code.

#### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

##### **Affirmative Action**

Shall mean the actions to be undertaken by Tenant and any Contracting Party in connection with Contracts to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in Sections II and III herein, and developed by ESD.

##### **Affirmative Action Officer ("AAO")**

Shall mean ESD's Affirmative Action Officer or his/her designee, managing the affirmative action program for ESD.

##### **Contract**

Shall mean a written agreement or purchase order instrument, or amendment thereto, executed by or on behalf of a Contracting Party and relating to the construction of the Building, the foundation of the Building and the foundation of the Section 202 Building, providing for a total expenditure in excess of \$5,000 for labor, services, supplies, equipment, materials or any combination of the foregoing.

##### **Contracting Party**

Shall mean the Tenant and any Contractor, as defined in the Lease, of which this Exhibit is a part.

##### **Subcontract**

Shall mean an agreement providing for a total expenditure in excess of \$1,500 between a Contracting Party and any individual or business enterprise, for goods or services rendered in connection with the construction of the Building, the foundation of the Building and the foundation of the Section 202 Building.

**Minority Business Enterprise ("MBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is an enterprise certified by New York State as woman-owned.

**Best Efforts - Minority and Women-owned Business Enterprise Participation**

Best efforts are not limited to the efforts specified herein, and the role of M/WBE firms is not restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such best efforts shall include at least the following:

- (a) Dividing the contract work or subcontract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to minority and women's trade associations. Each Contracting Party shall maintain records detailing the efforts made to provide for meaningful M/WBE participation in the work. Such record keeping must include the names and addresses of all M/WBEs contacted and, if an M/WBE is the low bidder and is not selected for such work or portion thereof, the reasons for such decision;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on the Contract;
- (e) Utilizing the resources of the AAO to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities, where appropriate, to ensure that the Contracting Party will meet its obligations herein; and
- (g) Remitting payment in a timely fashion.

**Best Efforts - Minority Group Member and Female Workforce Participation**

Best efforts to provide for meaningful Minority Group Member and female workforce participation shall include at least the following in connection with the work:

- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at the Demised Premises. The Contracting Party shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to Minority Group Member or female individuals working at the Demised Premises;
- (b) State in all solicitations or advertisement for employees that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, sexual orientation, age disability or marital status;
- (c) Send to each representative of workers with which an agreement or understanding is in place, a notice advising the said workers' representative of commitments under this Section, and post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Establish and maintain a current list of Minority Group Member and female recruitment sources and community organizations, and provide written notification to them when employment opportunities are available. Maintain a record of the organization's responses;
- (e) Maintain a current file of the name, address and telephone number of each Minority Group Member and female applicant and any referrals from a recruitment source or community organization, and of the action taken with respect to each individual.
- (f) Disseminate the Contracting Party's equal employment opportunity policy by providing notice of the policy to training programs and requesting their cooperation in meeting its Equal Employment Opportunity obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, and other similar items, by specific review of the policy with all management personnel and with all Minority Group Member and female employees at least once a year, and by posting the company Equal Employment Opportunity policy on bulletin boards accessible to all employees at each location where work is performed under this Contract;
- (g) Disseminate the Contracting Party's Equal Employment Opportunity policy externally by including it in any advertising in the news media, specifically including

Minority Group Member and female news media, and provide written notification to and discussing the Equal Employment Opportunity policy with any contractor with whom the Contracting Party does or anticipates doing business; and,

(h) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

## EXHIBIT I

### MAJOR CAPITAL REPAIR AND REPLACEMENT ITEMS

- Building structure and exterior, including roofing, masonry and façade.
- Building heating and ventilating systems, including boiler and fan systems, ductwork and piping, as necessary.
- Building equipment, including sump pumps, circulating pumps, fire pumps, water heaters and chillers, as necessary.
- Elevator and related equipment.
- Building electrical systems, including transformers, motor control centers, distribution panels, but excluding exterior and house lighting fixtures, starters, breakers and fuses.
- Building utility systems, including sanitary drainage, building drainage, and hot and cold water supply systems.
- Fire/life safety systems, except items requiring regular maintenance (e.g. hoses, tanks, testing, sprinkler heads).

EXHIBIT J

[INTENTIONALLY DELETED]

## EXHIBIT K

### PUBLIC GOALS

To restore the historic interiors and exterior of the Seventh Regiment Armory to the standards of the Secretary of the Interior Guidelines, reflecting the Armory's importance as a local, State and National landmark

To maintain the restored interiors and exteriors at the standards appropriate to a landmark of this importance

To create and operate, through a not-for-profit institution, a unique destination for the New York public that offers a combination of the highest quality cultural programming in the setting of a world class restored landmark

To serve the not-for-profit visual and/or performing arts, promoting artistic expression and creativity, adding diversity and richness to New York's cultural base and strengthening New York's role as the cultural capital of the country

To generate activity in the Armory as close to 330 days a year as possible

To offer interpretive and/or educational programs related to the social aesthetic and military history of the building and other topics to the extent practicable

To implement a model of cross-subsidy to support the not-for-profit cultural programming and the on-going care and maintenance of the building through revenue producing ancillary activities.



EXHIBIT L  
MAJOR CONSTRUCTION SCHEDULE

[Attached behind.]

[illegible]

EXHIBIT M

MAJOR CONSTRUCTION WORK

The full Seventh Regiment Armory Project Scope is currently contemplated in five phases. Each phase with scope, budget, and schedule is listed in the attached documents.

**Phase 1: Fourth Floor Renovations for Homeless Shelter****Estimated Duration:** Design July 2006 – September 2006

Construction October 2006 – December 2006

**Summary:** The Conservancy has come to an agreement with the New York City Department of Homeless Services to perform certain work within the fourth floor of the Administration Building in anticipation of the shelter's relocation in summer 2007. This work includes contracting for and overseeing construction and general responsibility for the design, renovation and relocation of the floor slabs in the two multi-level rooms on the east side to create a handicapped accessible one level room. The Conservancy will also contract for and oversee construction of the replacement of the 18 windows currently located in the multi-level rooms, which shall be replaced with larger windows appropriate for dormitory use. The windows will be designed to be complimentary to the historic façade (most of them are hidden from view behind the third floor parapet). NYC DHS will perform any and all other work required to create a new Shelter on the fourth floor after the slab work and window work are complete.

**Estimated Total Cost: \$896,090****Estimated Budget:****Preliminary Construction Budget**

<b>Trade</b>	<b>Unit</b>	<b>Cost</b>
Testing/Inspections	Allow	6,500
Demolition	Budget	148,500
Scaffolding	Budget	60,000
Masonry	Budget	13,700
Fireproofing	Allow	15,000
Rough Carpentry	Budget	68,250
Structural Steel and Decking	Budget	65,000
Concrete	Budget	19,825
Flooring	Budget	12,400
Electrical	Allow	3,580
Temporary Protection	Allow	4,100
Cutting & Patching	Allow	5,900
Trade Contingency, 10%	Allow	42,276
Subtotal		465,031
General Conditions, 15%		69,755
Insurance, 2%		10,696
CM Fee, 4%		21,391
<b>Total Slab Construction Budget</b>		<b>566,872</b>

<b>Total Estimated Window Replacement</b>		<b>150,000</b>
Subtotal		716,872
Soft costs @ 25%	0.25	<u>179,218</u>
<b>Total Budget</b>		<b>\$896,090</b>

**Estimated Scope of Work:**

- 1) Provide temporary protective scaffold on the 3<sup>rd</sup> floor level, installed to minimize disturbance of 3<sup>rd</sup> floor tenant. Protect adjacent floors and finishes as required.
- 2) Complete demolition and removal of both 4<sup>th</sup> floor concrete slabs and support steel.
- 3) Install new steel transfer beams at 4<sup>th</sup> floor.
- 4) Provide new metal C-joists and corrugated metal deck, supported on existing masonry bearing walls.
- 5) New concrete slab, reinforced with 1.8x1.8 WWF.
- 6) Install new VCT flooring on slab.

**Consultants/Sources:**

Beyer Blinder Belle Architects and Planners  
Sciame Construction

**Phase 2: Drill Hall HVAC Installation****Estimated Duration:** January 2006 – April 2007

**Preliminary Scope of Work:** Phase 2 work will be completed to allow a one-time performing arts production to take place in the space in April 2007. The main component of the work relates to the installation of an HVAC system to service the 1,100 audience for a five-hour production by Lincoln Center, Inc. in the Drill Hall space of the Seventh Regiment Armory. The new HVAC system will be integrated into the theater development portion of the future project (Phase 5), and will require input from an architect, acoustician, and other consultants as required. Schematic drawings, specifications, and a cost estimate for the mechanical and electrical portions of the project have already been prepared by AKF Engineers. Major elements of the project include: installation of roof-top packaged chillers and air handlers; installation of a new electrical service and a new high pressure steam service to the building and distribution to new equipment (including theater performance-related equipment as required); installation of ductwork that meets an NC-30 rating; installation of a control package including a building management system; installation of fire alarm components; and structural reinforcement of drill hall roof. A preliminary environmental site assessment was completed in July, 2004. Further environmental assessment work will be conducted in January 2006 and may affect the scope and timing of the drill hall HVAC installation work. All ductwork within the envelope of the Drill Hall will be of a temporary, non-intrusive design. The permanent distribution system and appearance will be determined as part of the Phase 5 design.

**Air Handling Units**

The Concert Hall will be air conditioned by two roof top air handling units. The units will be located on the roof above the existing stairs within the corner towers located on the Lexington avenue side of the building. In order to install the air handling units above the stairs, new mechanical equipment dunnage will have to be provided. The air distribution system for the Concert Hall will consist of a low velocity constant volume system. A modular chiller will be located on the roof of the Drill Hall at the west end abutting the rear wall of the Administration Building within an enclosure designed to mimic the historic material of the roof and clerestory.

**Automatic Temperature Control**

A direct digital control and monitoring system will be provided. It will have a personal computer based central console display monitor and it will be located in the engineer's office.

**Smoke Purge System**

In order to comply with the New York City code requirement for the mechanical exhaust of 6 air changes per hour from the Drill Hall, the existing exhaust ventilation fans and the new return/exhaust fans will be used to meet the NYC code requirement.

Low Velocity Air Distribution System

The low velocity air distribution system will be designed in jointly with the architect selected to design the interior of the Drill Hall. The low velocity air distribution system will be energy efficient, meeting the NC-25 acoustical requirement and will satisfy the environmental comfort conditions in the Drill Hall.

**Estimated Cost:                      \$10,778,701**

**Budget:**

<b>Total Direct Costs</b>		<b>6,665,810</b>
Design Contingency	10.00%	666,581
Construction Contingency	10.00%	666,581
Sub-total		7,998,972
General Conditions and Fee	15.50%	1,239,841
Sub-total		9,238,813
General Liability Insurance	1.25%	115,485
Sub-total		9,354,298
Escalation	0%	0
Sub-total		9,354,298
<b>Total Hard Costs</b>		<b>9,354,298</b>
<b>Other Costs</b>		
Logistics	5.00%	100,000
<b>Total Construction Costs</b>		<b>9,454,298</b>
<b>Total Soft Costs</b>		<b>1,324,403</b>
<b>Total Project Costs</b>		<b>10,778,701</b>

**Consultants/Sources:**

AKF Engineers

Cost Concepts, Inc. Construction Consultants

**Phase 3: Lead & Asbestos Abatement in Basement Firing Range**

**Estimated Duration:** Draft Specification December 2005 – March 2006  
Decontamination April 2006 – June 2006

**Summary:** The abatement of the lead contamination within the basement firing range and the removal of all basement asbestos will be necessary for the installation of the Drill Hall HVAC. Therefore, the Conservancy plans to conduct the decontamination as soon as possible so as not to hinder the start of construction for the environmental control system. The abatement scope includes cleaning and decontamination of all floors, walls and ceilings, removal of all bullets, sand and various items left within the range, the disposal of all ventilation ducts with lead contamination and the removal of all asbestos insulation, both spray on and pipe insulation. The final scope and cost estimate are to be completed by February 2006.

**Estimated Cost:** Approximately \$500,000

**Estimated Scope and Budget:**

**LEAD DECONTAMINATION (RIFLE RANGE) COST ESTIMATE**

(a) Type of Activity	Estimated Quantity	Cost
Cleaning/Decon of Headhouse Cellar floors	8,000 sq. ft.	\$10,000
Cleaning/Decon of Pistol & Rifle Range floors & surfaces	40,000 sq. ft.	\$100,000
Removal and Disposal of Lead bullet debris of Pistol Range	1,000 lbs.	\$10,000
Removal and Disposal of sand from Rifle Range target traps	50 cubic yards	\$30,000
Removal and Disposal of lead contaminated items (lockers, supplies, furniture, etc.)	100 cubic yards	\$60,000
Removal and disposal of Ventilation ductwork	200 ln. ft.	\$30,000
	<b>TOTAL</b>	<b>\$240,000</b>

**ASBESTOS SUMMARY TABLE**

Location	Type of Material	Condition	Estimated Quantity	Estimated Cost
Section 42.04 Drill Hall				
Cellar Level (rifle range and fallout shelter area)	Spray on insulation	Poor	10,000 square feet	\$150,000
Main Level (north side storage rooms)	Corrugated Pipe Insulation	Good	800 linear feet	\$ 13,000
Section 42.05 Headhouse				
Cellar Level				
Kitchen outside Pistol Range	Corrugated Pipe Insulation	Poor	8 linear feet	in above
Bathrooms on Westside (inside ceiling cavity)	Corrugated Pipe Insulation	Good	10 linear feet	in above



**Source:** Warren & Panzer Engineers P.C.

**Phase 4: Initial Improvements****Estimated Duration:** July 2006 – April 2007

**Summary:** Upon possession of the Armory, the Conservancy plans to undertake a series of smaller improvements to quickly raise the condition and appearance of the building. Most of the work can be described as cleaning, maintenance and general repair. This includes cleaning of all surfaces within the first two stories and basement of the Administration Building and the floor area of the Drill Hall, replacing of lightbulbs, new plantings and landscaping, and new exterior lighting which will not require ESDC or SHPO review. Other aspects of this phase will involve small capital improvements and documentation will be submitted as required per the lease.

**Estimated Cost:** \$612,415**Preliminary Scope and Budget:**

<b>Project</b>	<b>Scope</b>	<b>Total</b>
<b>Refurbishment Park Avenue entry</b>	Clean exterior entry vestibule	10,600
	a. Remove dirt and graffiti (1 week)	
	b. Clean brick (weather dependant 2 weeks)	
	c. Repaint ceiling (1 week)	2,120
	d. Restore/relamp/rewire pendant lighting fixture	3,180
	Refurbish wood doors and metal gates	26,500
	Rewire lighting on canopy	6,360
	Improve guard station at Park Ave entrance, inc new desk	5,300
<b>Extermination</b>		3,710
<b>Upgrade Basement Restrooms</b>	Rehang/repair all bathroom partitions	2,120
	Bathrooms painted, basement	6,360
	Clean bathrooms & shape up bathroom accessories	8,480
	New lighting	3,180
<b>Initial cleaning</b>	Historic Rooms in Admin Bldg. By Contractor	37,100
	General cleaning of interior surfaces of Drill Hall and Non-landmarked rooms by staff	2,650
	Replace light bulbs in 1st and 2nd floor rooms and corridors	4,240
<b>Exterior cleaning and restoration</b>	1. Clean Park Avenue facade entire granite at entry up to second floor (season dependant)	165,625
	a. Determine mock-up effective technique (chemical or micro-abrasive)	
	b. Execute cleaning	

<b>Exterior lighting</b>	Exterior Lighting (will require Landmarks and or NYC DOT approval)	
	Exterior lighting of Park Avenue facade:	198,750
	Light facade between towers with lights from the areaway below \	
	Light center tower from top of cornice and from street poles in median	
<b>Interior lighting fixture repair</b>	Identify wiring at light fixtures and condition.	
	Restore interior light fixtures at entry lobby and corridor	
	Restoration work on fixtures	47,700
	Center fixture to incorporate added light sources at the top of fixture	7,420
<b>Relighting central hall</b>	Relighting of full hallway	
	Relighting of doorway into Drill Hall	
	Appropriate light bulbs in all fixtures and sconces	5,300
<b>Landscaping</b>	Trim trees away from facade	10,600
	Trim bushes	
	Clear undergrowth	
	Lay down mulch	
	Test condition of damaged trees	
<b>Historic interior cleaning and repair by contractor</b>	General cleaning of all interior surfaces in first 2 floors, entrance hall & staircases	0
	Clean brass vestibule doors (interior glass set, weather barrier)	5,830
	Identify tile flooring beneath entry carpet, remove carpet & clean	530
	Remove covering over radiators at entry	1,060
	Remove water fountains and install temporary panel.	2,650
<b>Hall Floors on 1st/2nd</b>	Clean and refinish wood floors on first two floors and entry way	32,330
	Replace carpeting in 1st floor corridor with more appropriate material	21,200
	Replace entryway rubber mats	1,060
	Install slip resistant strips at interior entry vestibule	1,060
<b>TOTAL</b>		<b>612,415</b>

**Source:**

Beyer Blinder Belle Architects and Planners

**Phase 5: Full Renovation / Restoration of Drill Hall & Administration Building****Estimated Duration:**

Concept Development	March 2006 to June 2006
Schematic Design	August 2006 to February 2007
Design Development	March 2007 to October 2007
Construction Drawings	November 2007 to August 2008
Bid and Award Construction Contracts	September 2008 to October 2008
Construction	November 2008 to May 2010

**Preliminary Scope of Work:** The goal is to accomplish and complete all remaining restoration and renovation work proposed to the State of New York in 2000. The scope of work may be divided into multiple phases dependent upon timing and the funds available. Whether to complete the work at one time as described herein or to phase the work will be determined during the design period. Schematic design plans will be submitted to ESDC upon completion.

The scope of the renovation includes the restoration and renovation of the Armory's interiors and exteriors, the installation of new and upgraded mechanical, electrical and plumbing systems and new circulation systems. The leased premises shall be brought into compliance with current codes while being sensitive to the historic nature of the building. Any interventions of environmental controls, fire protection, egress, lighting, and wiring will be integrated into the décor in as harmonious a manner as possible. The Armory's exterior will be structurally stabilized, rebuilt, repaired and repointed. Mortar repairs, masonry rebuilding, and relief joints will be made where necessary. New drainage and roofing will be installed where necessary. Compatible and unobtrusive graphics will be designed and installed and a discrete and focused lighting system installed which will respect the surrounding residential neighbors.

The Drill Hall will be designed to adapt to many arts installations. Seating and technical equipment will be impermanent and visually identifiable as modern. New required egress, environmental controls, and other life safety measures will be inserted and designed in as complementary and unobtrusive a manner as possible.

The goal of the restoration plan for the first and second floors of the Administration Building is to restore the decorative wall, ceiling and floor finishes in accordance with Secretary of the Interior's Standards. In addition, the Conservancy also plans to restore, to the extent possible, the furnishings and decorative fixtures and fabrics that contribute to the spaces. The third floor of the Armory will serve for the administration offices, continuing DMNA offices, and exhibition galleries. The fourth floor of the Armory will house the existing New York City homeless shelter for women. The fifth floor will serve for rehearsal and back-of-house areas to support the Armory's artistic programming.

**Estimated Cost:** \$119,909,818

**Estimated Budget:**

	<i>% Mark-up</i>	<b>Budget</b>
<b>Total Direct Costs</b>		<b>35,416,419</b>
Design Contingency	15.00%	5,312,463
Construction Contingency	15.00%	5,312,463
Sub-total		46,041,345
General Conditions and Fee	15.50%	7,136,408
Sub-total		53,177,753
General Liability Insurance	1.25%	664,722
Sub-total		53,842,475
Escalation		28,001,951
Sub-total		81,844,426
Contractor Bond	1.04%	852,000
<b>Total Hard Costs</b>		<b>82,696,426</b>
<b>Total Soft Costs</b>	35.00%	<b>28,943,749</b>
<b>Total Construction Costs</b>		<b>111,640,176</b>
<b>Other Costs</b>		
Shelter Coordination/Logistics	10.00%	8,269,643
FF+E		TBD
Logistics Premium		TBD
Haz-Mat		TBD
Relocation/Swing Space		TBD
<b>Total Other Costs</b>		<b>8,269,643</b>
<b>Total Project Costs</b>		<b>119,909,818</b>

1. Escalation is based on 3% from September 2000 through 2003; 5% in 2003-2005; and 6% to start of construction in August 2008

**Sources:**

Conceptual Design by Beyer Blinder Belle Architects and Planners  
 Cost estimation by Sciame Construction

EXHIBIT N-1

EXISTING PHYSICAL CONDITIONS ASSESSMENT

[Attached behind.]

N-1-1

## THE SEVENTH REGIMENT ARMORY ON PARK AVENUE

## APPENDIX 5

## Existing Physical Conditions Assessment

*(Exhibits and additional information are available as necessary)*

- Exhibit 5A – Hazardous Materials Report
- Exhibit 5B – Building Systems Assessment
- Exhibit 5C – Architectural Assessment
- Exhibit 5D – Architectural Plans
- Exhibit 5E - Historic Preservation - Summary of Existing Conditions

## Exhibit 5a

## Hazardous Materials Report

A review of historic and regulatory agency records was undertaken for the purpose of identifying specific features or areas of the Armory that might warrant concern with regard to environmental contamination.

*Historical Conditions*

The Armory was completed in 1881. Pre-existing site conditions are not known. The project site has been operated continuously for 120 years as an armory. No Sanborn Map review was conducted.

*Surrounding Uses of Environmental Concern/Regulatory Agency Review*

Government agency records were reviewed for petroleum and hazardous materials storage, hazardous materials spills, and illegal dumping activities. The radius search was conducted for the purposes of determining problem sites that could impact the project site due to migrating contamination through soil, groundwater, and/or air. The following is a summary of federal and state agency records; locations within 1/8 mile of the project site are indicated in Figure 1 below, and summarized in Table 1.

*Federal Records Review*

The following resources were reviewed to determine the existence of hazardous waste generators on the project site, 643 Park Avenue:

- Federal NPL (National Priorities List) site list
- Federal CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System) list
- Federal RCRA (Resource Conservation and Recovery Act) TSD (Treatment, Storage, and Disposal) Facilities list
- Federal RCRA Generators list